

REMARKS

Claim 19 has been newly added and Claims 1-19 remain pending in the present application. Support for the amendments is found in the specification and claims as filed. Accordingly, the amendments do not constitute the addition of new matter. Reconsideration of the application in view of the foregoing amendments and following comments is respectfully requested.

Claim Rejections - 35 U.S.C. § 102

Claims 1-6, 8-18 stand rejected under 35 U.S.C. §102(b) as being anticipated by US Pub. WO 03/015424 to Woodgate et al (hereafter Woodgate).

Of rejected claims, only claims 1, 11 and 17 are independent.

Before proceeding further, it is appropriate to note that MPEP 2131 advises (with emphasis added) that:

“A claim is anticipated **only if each and every element as set forth in the claim is found**, either expressly or inherently described, in a single prior art reference.” Verdegaal Bros. V. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053(Fed. Cir. 1987). “The identical invention must be **shown in as complete detail** as is contained in the ...claim.” Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). (MPEP 2131)

Contrary to the Examiner’s statement that all elements and limitations are disclosed in Woodgate, the features recited in claims 1, 11, 12 and 17 are not. Thus, the rejection is unsupported by the art and should be withdrawn.

With respect to claim 1, the Office Action neither indicates which element in Woodgate anticipates “**the second birefringent material**” as recited in claim 1, nor does Woodgate disclose the feature “**the interface between the first birefringent material and the second birefringent material has an alignment microstructure providing alignment of the first birefringent material and the second birefringent material**” as recited in claim 1. It should be noted that the term “interface”(as recited in claim 1) means “**a common boundary where two adjacent things touch each other or meet**” as defined in several dictionaries, i.e. Encarta World Dictionary, New Oxford American Dictionary, American Heritage Dictionary of

English Language etc.. However, Woodgate actually discloses a single birefringent material (138), to which no other birefringent material is immediately adjacent (see Figs. 20a, 20b and 21 of Woodgate). Accordingly, claim 1 in instant application would not have been anticipated by Woodgate.

With respect to claim 11, Woodgate fails to disclose the feature “the refractive index of the isotropic material is substantially equal to the extraordinary refractive index of the birefringent material”. Woodgate actually discloses that “disposed over the curved surfaces of the lenses is a layer having a refractive index equal to one of the ordinary refractive index or the extraordinary refractive index of the birefringent material” (see claim 127 of Woodgate), but is silent about what material the layer is. In addition, Woodgate otherwise discloses that “the ordinary refractive index of the birefringent material is substantially the same as the index of the isotropic material used to form the microstructured surface” or “both the extraordinary and ordinary refractive indices of the birefringent material to be different from the refractive index of the adjacent material, for example the isotropic material used to form the microstructured surface”(see page 59, lines 15-24). Accordingly, claim 11 in instant application would not have been anticipated by Woodgate.

With respect to claim 12, Woodgate also fails to disclose the feature “the surface of the birefringent material on the **opposite side** from the isotropic material has an alignment microstructure providing alignment of the birefringent material in the same direction with respect to a given polarisation component as the alignment provided by the alignment microstructure with respect to the given polarisation component at the interface between the birefringent material and the isotropic material” as expressly recited in claim 12.

With respect to claim 17, Woodgate at least fails to disclose the feature “a pair of electrodes for applying an electric field to switch the liquid crystal layer, the electrodes being arranged with both the birefringent lens array and the switchable liquid crystal layer therebetween, and the birefringent lens array having an electrically conductive material incorporated therein”. Woodgate actually discloses two electrodes, i.e. electrodes (178) in Figs. 15a and 32a, electrodes (198, 200) in Fig. 17 and electrodes (288, 178) in Figs. 30a and 30b, but a birefringent lens array and a switchable liquid crystal layer are not both sandwiched therebetween. At least, the birefringent lens array (138) is not arranged between two electrodes (178, 198, 200, 288) in all embodiments of Woodgate. In addition, Woodgate also

fails to disclose the feature “the birefringent lens array having an electrically conductive material incorporated therein”. Accordingly, claim 17 in instant application would not have been anticipated by Woodgate.

In sum, the novel features of claims 1, 11 and 17 produce new and unexpected results and hence are unobvious and patentable over these references.

In addition, insofar claims 2-6 and 8-10 depend from claim 1, claims 12-16 depend from claim 11, and claim 18 depends from claim 17. These claims add further limitations thereto. Thus, claims 2-6, 8-10, 12-16 and 18 of the present application are also novel and unobvious over the prior art of record.

Accordingly, Applicant respectfully submits that the rejections under 35 U.S.C. §102(b) should be withdrawn.

Claim Rejection - 35 U.S.C. §103

Claim 7 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Woodgate.

Claim 7 depends from the independent claim 1, which is unobvious and patentable over these references as discussed above, so claim 7 is patentable along with the independent claim 1 and need not be further discussed.

Accordingly, Applicant respectfully submits that the rejections under 35 U.S.C. §103(a) should be withdrawn.

New Claim

Claim 19 is newly added to depend from the independent claim 1 discussed above, and recite additional limitations to further define the invention, so claim 19 is patentable along with the independent claim 1 and need not be further discussed.

Conclusion

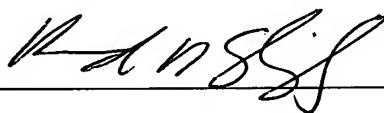
For all of the above reasons, applicants submit that the specification and claims are now in proper form, and that the claims define patentably over prior arts. Therefore applicants respectfully request issuance for this case at the Office Action's earliest convenience.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. § 1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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